

**PETITIONER'S MEMORANDUM OF LAW IN SUPPORT OF
MOTION TO CONFIRM ARBITRATION AWARD**

Petitioner Jean-Philippe Maheu is a former employee of Twitter who was terminated in November 2022. Prior to his termination, Mr. Maheu entered into a Dispute Resolution Agreement with Twitter that included an arbitration agreement, which is attached here as Exhibit 2. The Dispute Resolution Agreement provides that “[a] court of competent jurisdiction shall have the authority to enter a judgment upon the award made pursuant to the arbitration.” Exhibit 2 at 3.

Mr. Maheu filed an arbitration demand against Twitter with AAA on April 28, 2023. An arbitrator was appointed on August 31, 2023 (see Exhibit 3), and an arbitration hearing was held on September 10–12, 2024. The arbitrator issued a Final Award on November 22, 2024.

III. ARGUMENT

Under Section 9 of the FAA, “any party to the arbitration may apply to the court . . . for an order confirming the award, and thereupon the court must grant such an order unless the award is vacated, modified, or corrected as prescribed in sections 10 and 11 of this title.” 9 U.S.C. § 9; see also Teamsters Loc. 177 v. United Parcel Serv., 966 F.3d 245, 248 (3d. Cir. 2020) (“The FAA not only authorizes, but mandates, that district courts confirm arbitration awards by converting them into enforceable judgments through a summary proceeding.”). “[T]he confirmation of an arbitration award is a summary proceeding that merely makes what is already a final arbitration award a judgment of the court.” Florasynth, Inc. v. Pickholz, 750 F.2d 171, 176 (2d Cir. 1984).

“[A]rbitration awards are subject to very limited review in order to avoid undermining the twin goals of arbitration, namely, settling disputes efficiently and avoiding long and expensive litigation.” Hardy v. Walsh Manning Sec., L.L.C., 341 F.3d 126, 129 (2d Cir. 2003) (internal quotation omitted). Sections 10 and 11 of the FAA enumerate a handful of narrow exceptions to a party’s entitlement to the summary confirmation of an arbitration award, such as fraud, corruption, arbitrator misconduct, or where the arbitrator has shown a manifest disregard for the law. 9 U.S.C. §§ 10–11; Westerbeke Corp. v. Daihatsu Motor Co., 304 F.3d 200, 208 (2d Cir. 2002). None of the

exceptions to summary confirmation exist here. Accordingly, Petitioner is entitled to an order confirming the Award as a judgment of this Court.

IV. CONCLUSION

For the foregoing reasons, this Court should confirm the attached arbitration award pursuant to 9 U.S.C. § 9 and issue a judgment pursuant to 9 U.S.C. § 13.

Dated: January 28, 2025

Respectfully submitted,

JEAN-PHILIPPE MAHEU,

By his attorney,

/s/ Shannon Liss-Riordan
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CERTIFICATE OF COMPLIANCE WITH LOCAL RULE 7.1(c)

Pursuant to Local Rule 7.1(c), I hereby certify that this memorandum of law contains 488 words, excluding the caption and signature block, as established by the word count of the computer program used for preparation of the memorandum.

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that on January 28, 2025, she filed and served the foregoing document via the Court's CM/ECF system, which will send notice of the filing to all counsel of record. Parties may access the filing through the Court's CM/ECF system.

/s/ Shannon Liss-Riordan

Shannon Liss-Riordan